

# Holland & Knight

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July 13, 2020

*VIA ECF*

The Honorable Joseph A. Dickson  
United States District Court  
District of New Jersey  
Martin Luther King Building & U.S. Courthouse  
50 Walnut Street Room 4015  
Newark, NJ 07101

Re: *White et al. v. Samsung Electronics America, Inc. et al.*, 2:17-cv-01775-MCA-JAD

Dear Judge Dickson:

This firm represents Sony Electronics against the claim of Plaintiff White. We write, with the consent of counsel for Samsung Electronics America, Inc., in response to the letter filed on Friday evening by Plaintiffs' counsel (ECF No. 150). We do not object to the request for an additional extension by Plaintiffs' counsel for the filing of his Opposition to the Motions to Compel Arbitration for medical reasons.

We do object, however, to the balance of what is demanded in the letter for multiple reasons, including:

(1) Plaintiffs' counsel is attempting to use a letter to the Court to address discovery issues when no such discovery has been served on or even discussed with either of the Defendants;

(2) such discovery is not relevant to the question of whether Mr. Press' clients agreed to arbitrate, nor to any waiver defense that he might choose to raise;

(3) any waiver defenses to his clients' agreements to arbitrate should be made in Plaintiffs' Opposition;

(4) pre-motion discovery, if really necessary, should have been raised during the last conference with Your Honor, or at any point in the months since then, and certainly before Mr. Press agreed to either of the Stipulations (ECF Nos. 146 and 147) filed by ALL parties to this case laying out proposed schedules that did not include pre-motion discovery; and

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(5) the requested pre-motion discovery appears to improperly (a) seek to pierce the attorney-client privilege, and (b) otherwise seek class-wide discovery not permissible under the agreements to arbitrate.

As always, we appreciate the Court's time and attention to this matter. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely yours,

/s/ Mark S. Melodia

Mark S. Melodia

MSM:tl

cc: All parties (*via ECF*)